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Contract S-AQMPD-05-C-1103

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A3.

AWARD TERM AND AWARD FEE PLAN

FOR

US DEPARTMENT OF STATE

BUREAU FOR INTERNATIONAL NARCOTICS

AND LAW ENFORCEMENT AFFAIRS (INL)

AVIATION SUPPORT SERVICES

(Approval date)

DynCorp International

RELEASED IN FULL

REVIEWED:



Contracting Officer
Michael Larson

APPROVED:

Term Determining Official
Sharon Nell

Award Term Plan
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1.0 Introduction

This award term plan is the basis for INL Office of Aviation's evaluation of the contractor's performance and for presenting an assessment of that performance to the Term Determining Official (TDO). The adjustment to the performance period will not result in a contract of less than three years or greater than ten years.

All TDO decisions regarding the award term points, including but not limited to the amount of the award term points, if any; the methodology used to calculate the award term points; the calculation of the award term points; the contractor's entitlement to the award term points; and the nature and success of the contractor's performance; shall not be subject to the provisions of FAR 52.233-1, Disputes, nor reviewed by any Board of Contract Appeal (BCA), court, or other judicial entity.

The award term will be provided to the contractor through a unilateral contract modification based upon points earned as determined by the TDO.

2.0 Organization

The award term organization consists of the TDO and an Award Term Review Board (ATRB) that consists of a chairperson, the Contracting Officer, a recorder, functional area experts, advisors, and the performance monitors. The ATRB will have no less than three voting members.

3.0 Responsibilities

a. Term Determining Official. The TDO approves the award term plan and any significant changes. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the performance rating for each evaluation period, and determines if an award term option is approved. The award term determination will be made by the TDO based upon the criteria outlined in paragraph 10.0 Evaluation Criteria. The TDO also appoints the ATRB Chairperson.

b. Contracting Officer. The Contracting Officer (CO) is the liaison between Contractor and the Government Personnel. Subsequent to the TDO approval, the CO modifies the contract period of performance, if necessary, to reflect the decision.

c. Award Term Review Board Chairperson. The ATRB Chairperson chairs ATRB meetings and appoints the remaining ATRB members. The ATRB Chairperson briefs the TDO on recommended performance ratings and recommends award term plan changes to the TDO. The Chairperson coordinates the administrative actions during the award term process including: 1) receipt, processing and distribution of evaluation reports from all required sources, 2) scheduling board meetings and briefings, and 3) accomplishing other actions required to ensure the smooth operation of the award term process.

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d. Award Term Review Board Members. ATRB members review performance monitor evaluations, consider all information from pertinent sources, prepare interim performance evaluations every four months, and will recommend an overall performance evaluation rating to the TDO on an annual basis. The ATRB will also evaluate recommend changes to the award term plan.

e. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

f. Award Term Review Board Recorder. The ATRB recorder assists the Chairperson in his administrative duties such as internal evaluation milestones, scheduling of meetings and briefings and processing reports. The ATRB recorder is a non-voting member.

4.0 Award Term Process

a. Performance Evaluations. The contractor is expected to meet all requirements of the contract from the first date of performance under the contract, however; only the ratings received for each evaluation period will be considered in the award term determinations under this contract. The transition period will be rated against the Contractor's execution of the transition plan.

b. Interim Evaluation Process. Interim evaluations will occur at the mid point of the transition period, end of the transition period and on a trimester basis thereafter. The ATB Chairperson will notify the ATB members fifteen (15) calendar days before each interim evaluation period ends. ATB members will complete the interim evaluation reports within fifteen (15) calendar days after the interim period ends. The ATB will determine the preliminary interim evaluation results. The ATB Chairperson will brief the Contractor on the interim results to include strengths, weaknesses, and the preliminary estimation of the Contractor's interim rating.

The ATB will review any Contractor self-assessments, the Contractor's performance, and consider information from any pertinent sources in determining an overall rating recommendation to be presented to the TDO. The ATB will prepare and submit a formal interim evaluation report to the TDO within thirty (30) calendar days after the end of each interim evaluation period. The report will include a recommendation as to the overall rating and include a narrative of each element evaluated that supports the recommended rating assigned. If the ATB is unable to reach unanimous agreement on the content of a report, the ATB Chairperson shall forward minority reports prepared by the dissenting ATB member(s)

c. End-of-Period Evaluations. A final evaluation will occur at the end of each evaluation period. The ATB Chairperson will notify the ATB members fifteen (15) calendar days before the final evaluation period is complete. ATB members will

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complete their final evaluation reports within fifteen (15) calendar days after the evaluation period ends.

The ATB will review any Contractor self-assessments, the final interim evaluation reports approved by the TDO, the Contractor's performance, and consider information from any pertinent sources in determining an overall rating recommendation to be presented to the TDO. The ATB will prepare and submit a final evaluation report to the TDO within thirty (30) calendar days after the end of each evaluation period. The report will include a recommendation as to the overall rating and include a narrative of each element evaluated that supports the recommended rating assigned. If the ATB is unable to reach unanimous agreement on the content of a report, the ATB Chairperson shall forward minority reports prepared by the dissenting ATB member(s).

d. Contractor's Self-Assessment. At the option of the Contractor, the Contractor may submit to the CO within ten (10) calendar days after the end of each interim and final evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed five (5) pages. This self-evaluation will be considered in the ATB's evaluation of the Contractor's performance during this period.

e. TDO Evaluation Assessment. The TDO is required to make a final assessment of the interim and final evaluation rating within 15 days of receipt of the ATB evaluation report. Accordingly, the TDO has the flexibility to change the recommended rating as a result of any relevant factor to include but not limited to the following:

- (1) the rating assigned to an individual function due to extraordinary input from the activity or other sources;
- (2) the overall rating based on trends in performance in all functions or any general economic or business trends which may affect performance capability; or
- (3) any other information the TDO determines is applicable to the Contractor's performance evaluation.

Any changes to the ratings recommended by the ATB must be documented and the documentation shall include the rationale for the change.

f. Duration of Evaluation. The estimated time for the completion of the government's evaluation is approximately 45 days after the conclusion of the evaluation period.

5.0 Award Term Incentive

Award Term Incentive. The primary intent of the award term option is to incentivize the Contractor to perform the required services in such a manner as to warrant the highest possible rating during each evaluation period. If during an evaluation period the Contractor receives an "Unsatisfactory" rating under any of the evaluation criteria, the operation of the award term plan for future evaluation periods will cease. The total

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duration of the contract at the time the award term plan ceases will not exceed the one-year base period, the two-option year periods, and any previously approved one-year award term option periods.

6.0 Award Term Determination

a. Award Term Determination Criteria. The TDO may only approve the use of an award term option year if the Contractor for the applicable evaluation period earns a minimum score of 85 points out of 110 available points (100 points based upon an overall performance rating and 10 points for process improvements/cost savings).

b. Award Term Determination Process. The first award term determinations will be made no later than two months into the first option period of the contract and at one-year intervals thereafter, if applicable. The first award term determination will consider the Contractor's performance ratings received during the twelve months of the base period and six month transition period. Each of the remaining seven award term determinations will be based upon one-year performance periods. Failure to earn the required evaluation score of 85 points in one of the periods previously described does not preclude the Contractor from being evaluated for award term option periods based upon evaluation ratings received for the remaining evaluation periods. Failure to earn the required evaluation rating of 85 points in two successive evaluation periods will bar the ATB from conducting future evaluations under the Award Term Plan.

The determination and process for approving an award term option are unilateral decisions made solely at the discretion of the Government.

c. TDO Determination. Unless the Award Term Plan ceases pursuant to its own terms, the TDO is required to make the award term determinations identified under this plan. If an award term option period is approved by the TDO, the exercise of the award term option is at the discretion of the Government. Favorable determinations by the TDO do not obligate the Government to exercise an award term option but only provide the CO with the authority and discretion to exercise the option in accordance with FAR 52.217-9.

d. Notification to the Contractor. The TDO will advise the Contractor and the CO of the results of the award term determination and will provide both with a copy of the final evaluation report.

7.0 Award Term Plan Change Procedure.

Contractor requested changes to the Award Term Plan shall be forwarded to the CO, who as a mandatory member of the ATRB, will forward the request to the ATRB chair and board members for coordination. Upon review, the ATRB will forward a recommendation to accept or reject the changes to the TDO. Proposed changes to the Award Term Plan will be negotiated with the Contractor. If a mutual agreement cannot

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be reached within sixty days prior to the start of the next award term period, the Government has the unilateral right to implement the changes.

Government proposed changes to the Award Term Plan will be made unilaterally if the proposed changes are prior to the start of the award term period. If proposed changes occur during the award term period the changes will be bilaterally negotiated with the Contractor.

8.0 Award Term Extensions

If the contract term ends prior to the TDO approving the use of an award term option year or prior to the CO exercising an award term option period, the Government will incur no costs associated with the award term provision of this contract.

9.0 Award Term Periods and Available Points

The award term points earned by the Contractor will be determined at the completion of evaluation periods show below.

Evaluation Periods

Period 1: Transition and Base Period for Award Term Year 1 (Performance Year 4)

Period 2: Option Year 1 for Award Term Year 2 (Performance Year 5)

Period 3: Option Year 2 for Award Term Year 3 (Performance Year 6)

Period 4: Award Term Year 1 for Award Term Year 4 (Performance Year 7)

Period 5: Award Term Year 2 for Award Term Year 5 (Performance Year 8)

Period 6: Award Term Year 3 for Award Term Year 6 (Performance Year 9)

Period 7: Award Term Year 4 for Award Term Year 7 (Performance Year 10)

The TDO will only make an award term determination for Periods 1 and 2 if the CO exercises the two one-year option periods in accordance with FAR 52.217-9. Any additional award term determination made by the TDO will only be made if the CO exercises additional one-year award term options in accordance with FAR 52-217-9.

Maximum Available Points.

The maximum available award term points that can be earned during a particular evaluation period is 110 points. The Contractor can earn up to a total of 100 points for each evaluation period based upon performance, plus an additional 10 points may be earned for Process Improvements, Value Engineering Change Proposals (VECPs) and

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Cost Savings achieved by the Contractor during the specified evaluation period. A total of 80 points are needed for the first evaluation period (transition plus the base year) and 85 points are needed per evaluation period thereafter to approve an additional award term option period. (NOTE: All standards will be rounded to a single decimal place.)

10.0 Evaluation Criteria

a. Performance Evaluation Criteria.

1) Meeting Eradication Goal	22.5%
2) Aircraft Availability	22.5%
3) Safety Performance Standards	22.5%
4) Other Primary Performance Standards (i.e. quality control, parts availability,)	22.5%
5) Discretionary matter	10%

1. Eradication. The Country Team, in conjunction with the Host Nation and USG senior leaders, will establish the annual eradication goal. The Contractor is expected to meet or exceed these goals. The Contractor will be awarded 22.5% of the award points based upon the ratings in the conversion table below.

Excellent: The Contractor meets or exceeds the established eradication goals for the period at 85% effectiveness or above. Outside influences preventing meeting the goal were dealt with in a responsive manner.

Very Good: The Contractor was unable to meet the established goal due to factors under their control but was still able to spray at least 95% of the goal at 85% effectiveness or above. Outside influences preventing meeting at least 95% of the goal were dealt with in a responsive manner.

Satisfactory: The Contractor was unable to meet the established goal due to factors under their control but was still able to spray at least 90% of the goal at 85% effectiveness. Outside influences preventing meeting at least 90% of the goal were dealt with in a responsive manner.

Unsatisfactory: The Contractor was unable to spray at least 90% of the goal, at 85% effectiveness, due to factors under their control.

2. Aircraft Availability. The goal for aircraft availability is a combined rate of 80% mission capable rate for the entire fleet. The Contractor is expected to establish the rating criteria to meet or exceed this rate and will be awarded 22.5% of the award points based upon the ratings in the conversion chart below. The ratings will be those Performance Standards/Objectives identified in their proposal. Outside influences preventing meeting the standards were dealt with in a responsive manner will be considered.

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Excellent: The Contractor provides parameters that are objective and tied directly to their aircraft availability. All aircraft, by type, have an availability rate above 75%.

Very Good: The Contractor provides parameters that are objective and tied directly to their aircraft availability. All aircraft, by type, have an availability rate above 70%.

Satisfactory: The Contractor provides parameters that are objective and tied directly to their aircraft availability. All aircraft, by type, have an availability rate above 65%.

Unsatisfactory: The Contractor fails to maintain aircraft availability above 75% for the fleet or any particular type aircraft fails to be maintained above 65% availability.

3. Safety/Environmental Performance Standards. The Contractor is expected to set high performance standards for Safety in their Statement of Work (SOW) and meet or exceed them. The Contractor is expected to establish the rating criteria to meet these performance standards and will be awarded 22.5% of the award points based upon the ratings in the conversion chart below. The ratings will be those Performance Standards/Objectives identified in their proposal.

Example: The contractor has established 15 performance standards/objectives. The standards will be rank ordered and weighted according to importance. The numerical rating will be used to determine the overall performance in this area.

Excellent: The Contractor provides parameters that are objective and tied directly to their safety/environmental performance standards.

Very Good: The Contractor provides parameters that are objective and tied directly to their safety/environmental performance standards.

Satisfactory: The Contractor provides parameters that are objective and tied directly to their safety/environmental performance standards.

Unsatisfactory: The Contractor fails to meet the minimum satisfactory safety/environmental standards.

4. Other Primary Performance Standards. The Contractor will establish performance standards in the other critical performance areas such training, quality control, material tracking, AOG, receipt and issue processing, inventory control, etc. and is expected to maintain or exceed the standards. The Contractor is expected to establish the rating criteria to meet these standards and will be awarded 22.5% of the award points based upon the ratings in the conversion chart below. The ratings will be those Performance Standards/Objectives identified in their proposal.

Example: Contractor and USG will select those performance standards considered critical and apply the same approach as stated in factor 3 above for arriving at the award term points.

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Excellent: The Contractor provides parameters that are objective and tied directly to their performance standards for training, quality control, material tracking, aircraft on ground, etc.

Very Good: The Contractor provides parameters that are objective and tied directly to their performance standards.

Satisfactory: The Contractor provides parameters that are objective and tied directly to their performance standards.

Unsatisfactory: The Contractor fails to meet the minimum satisfactory standards.

5. Discretionary. The Government will reserve 10 points of the award term evaluation criteria and will use it to evaluate the Contractor's overall performance, responsiveness to changing program requirements, managing workload, initiative to solve problems before the government points them out, quality and timeliness of reports, etc.

Excellent: The Contractor practices proactive management that not only precludes adverse impact to the customer's mission and support readiness, but also results in tangible benefits to the mission. The lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information. For delivery orders and necessary modifications, the Contractor provides proposals, etc., that are always submitted in advance with all the necessary backup documentation resulting in negotiations, etc., being conducted ahead of schedule and compensation for changing requirements are considered reasonable by the government. Periodic reports are readily available and error free. Contractor provides management reports, on request, that are clearly understood, highly accurate and provide all the information requested.

Very Good: The Contractor develops an efficient team to resolve all issues, e.g., schedule changes, etc., in a manner that precludes adverse impact to the mission and support readiness. For delivery orders and necessary modifications, the Contractor provides proposals, etc., that are generally submitted in advance with the necessary backup documentation resulting in negotiations, etc., being conducted ahead of schedule and compensation for changing requirements are considered reasonable by the government. Periodic reports are available and error free. Contractor provides management reports, on request, that are very well understood, accurate and provide the information requested.

Satisfactory: The Contractor is responsive to changing program and schedule requirements that results in negligible adverse impact to the mission and support readiness. For delivery orders and necessary modifications, the PA provides proposals, etc., that are generally submitted on-time with the necessary backup documentation and compensation for changing requirements are considered reasonable by the government. Negotiations, etc., are generally conducted in a timely manner. Periodic reports are generally available and generally error free. Contractor provides management reports, on

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request, that are generally understood, fairly accurate and generally provide the information requested.

Unsatisfactory: The Contractor fails to adapt to changing program and schedule requirements that results in significant adverse impact to the customer's mission and support readiness. Fails in managing workload and taking initiative to solve problems before the government points them out. For delivery orders and necessary modifications, the Contractor fails to provide timely and accurate proposals, etc., with the necessary backup documentation, resulting in contractual delays. Periodic reports are seldom on time and contain errors. Contractor provides management reports on request that are difficult to understand, inaccurate and don't contain the information requested.

b. Process Improvement/VECP/Cost Savings.

The Contractor may earn up to an additional 10 points per evaluation period for process improvements, value engineering change proposals (VECPs), cost savings, or recommendations that result in tangible or intangible benefits to the Government (e.g., effective risk management, reduced transportation costs, reduces facility footprint for inventory of mission stock, reduction in utility costs, etc.)

11.0 Award Conversion Table

<u>RATING</u>	<u>AWARD POINTS</u>
Excellent	91-100
Very Good	76-90
Satisfactory	75
Unsatisfactory	0

* An additional 10 points per evaluation period for process improvements, value engineering change proposals (VECPs), cost savings, or recommendations that result in tangible or intangible benefits to the Government.

EXAMPLE

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CRITERIA	RATING	POINTS AWARDED	WEIGHTING	POINTS EARNED
Eradication	SAT	75	22.5%	16.9
Aircraft availability	EX	94	22.5%	21.2
Safety/Environmental	VG	85	22.5%	19.1
Other Perf Stand	VG	88	22.5%	19.8
Discretionary	VG	85	10%	8.5
Process Improvements		1		1.0
Total Points Earned for Evaluation Period				86.5

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